

HEARING DATE AND TIME: To Be Determined

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On Behalf of himself Pro Se

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	: Chapter 11
MOTORS LIQUIDATION COMPANY, <i>et al</i> ,	: Case No. 09-50026 (REG)
f/k/a General Motors Corp., <i>et al</i> ,	:
Debtors	:
	:
	:
	:
	:

**NOTICE OF DENIAL OF DUE PROCESS RESULTING IN GREAT BODILY HARM
TO MOVANT, BILLY RAY KIDWELL AND MOTION FOR APPROPRIATE RELIEF**

Nearly four (4) months ago the extremely disabled *Pro Se Litigant* came to this Court with an **EMERGENCY** Request for **EXPEDITED** Mandatory Judicial Notice of this Court's **OWN** GM Sales ORDER.

Nothing complex.

This Court allowed General Motors LLC to arbitrarily, and capriciously, decide when they would respond to the *Pro Se Movant's Emergency Request*.

General Motors LLC did not respond, **did not deny**, or answer, the *Pro Se Litigant's Emergency Request* for over two months, substantially aggravating *Movant's Life-Threatening Stress Disorder*.

The extremely disabled *Pro Se Litigant* made this Court fully aware that the basis for the EMERGENCY Motion was;

*“The Pro Se Petitioner is extremely disabled with **life-threatening disabilities that are being intentionally aggravated**, at the direction of GM Chairman, Edward E. Whitacre, Jr., the governance of General Motors, LLC., and their legal department, as they blatantly, and intentionally, violate this Court's ORDER(s), and the Amended and Restated Master Sale and Purchase Agreement.”* [Emergency Motion for Expedited, Mandatory Judicial Notice filed on September 20, 2010 at page five (5). Emphasis added as to the Life-threatening disabilities being intentionally aggravated.]

This Court, by its failure to act in a *Life-Threatening Emergency*, encouraged General Motors LLC, and the Law Firm of King & Spalding LLC to RETALIATE against the severely disabled *Pro Se Litigant*, increasing their intentional aggravation of the *Pro Se Movant's Life-Threatening Stress Disorder*, by intentionally lying to this Court about the actual material facts, apparently knowing that they have this Court “*in their pocket*”, and knowing that there would be no action taken against General Motors LLC, or the GM Attorneys, for their blatant, intentional, lying, for their dishonesty, and dilatory “*Tactics*”, and their **Fraud on this Court**.

The *Pro Se Litigant*, who has a history of at least one Stress-Caused Life-Threatening Heart Attack, suffered massive undue stress, as a direct result of this Court's failure to consider the threat to Movant's Life an Emergency, along with depression, heart pains, loss of sleep, and a substantial aggravation of his Stress Disorder.

The *Pro Se Litigant* also sought a Show Cause ORDER against General Motors LLC for its blatant refusal to abide by this Court's Sales ORDER, and the attached GM Sales Agreement.

Again, this Court refused to act.

Again, this Court allowed General Motors LLC to arbitrarily, and capriciously, decide when they would respond to the *Pro Se Movant's Show Cause Motion*, and General Motors LLC did not respond, **did not deny**, or answer, the *Pro Se Litigant's Show Cause Motion* for over two months.

On November 30, 2010 the severely disabled *Pro Se Litigant* filed a Motion for Sanctions against the Law Firm of King & Spalding LLP for multiple, bad faith, intentional violation(s) of Federal Rule of Bankruptcy Procedure Rule 9011(B)(1), Rule 9011(b)(2), Rule 9011(b)(3), and Rule 9011(b)(4), by the Law Firm of King & Spalding LLP, and King & Spalding Attorneys Arthur Steinberg, and Scott Davidson.

The Law Firm of King & Spalding LLP, and King & Spalding Attorneys Arthur Steinberg, and Scott Davidson, conceded their multiple, bad faith, intentional violation(s) of Federal Rule of Bankruptcy Procedure Rule 9011(B)(1), Rule 9011(b)(2), Rule 9011(b)(3), and Rule 9011(b)(4), and **have not denied**, contested, or bothered to answer the *Pro Se Movant's* Motion for Sanctions.

On December 9, 2010 Movant, Billy Ray Kidwell, filed an Affidavit, given under oath, directly stating that the Law Firm of King & Spalding, LLP intentionally violated Federal Rules of Bankruptcy Procedure, Rule 9011(B)(1), Rule 9011(b)(2), Rule 9011(b)(3), and Rule 9011(b)(4).

On December 9, 2010 an Eye Witness, Movant's Wife, Tana Kidwell, filed an Affidavit, given under oath, directly stating that the Law Firm of King & Spalding, LLP intentionally violated Federal Rules of Bankruptcy Procedure, Rule 9011(B)(1), Rule 9011(b)(2), Rule 9011(b)(3), and Rule 9011(b)(4).

The Law Firm of King & Spalding LLP, and King & Spalding Attorneys Arthur Steinberg, and Scott Davidson, have not contested, or otherwise denied, the allegations, and Statements of Fact, in the Affidavits of Billy Kidwell, and Tana Kidwell.

On December 10, 2010 the Movant filed another Motion for Judicial Notice, as to the content of this Court's OWN GM Sales ORDER to reduce litigation in at least three (3) Courts.

This Court refused to respond.

On December 24, 2010, after months of this Court refusing to abide by the Americans with Disabilities Act, and refusing the minor ADA Disability Accommodation Request of Movant, to merely expedite the matter, **so Movant could avoid Life-Threatening Stress**, all the intentional Retaliation by General Motors LLC, all the harassment, and lies became too much to bear and Movant felt a heavy pressure on his chest, blacked out, and fell down, suffering great bodily harm to his arm requiring substantial emergency medical care, that is ongoing.

The Movant is sure he suffered another **Life-Threatening Stress-Caused Heart Attack**, as a direct result of the ongoing dilatory tactics of this Court, the intentional lying, and Rule Violations, by General Motors, LLC, and it's attorneys, and the complete mockery being made of the Judicial System by this Court refusing to merely be truthful, and state what its OWN Court ORDERS say.

The GM Sales ORDER this Court released to the public clearly states that ALL State Lemon Law Obligations are an Assumed Liability for the new General Motors LLC.

Either that Court ORDER is truthful, and ALL State Lemon Law Obligations are an Assumed Liability for the new General Motors LLC or this Court committed a massive Fraud on the Public, and a Fraud on the machinery of the Court itself.

This Court has a **DUTY** to resolve this issue.

A **DUTY** it is shirking because it does not want to offend the extremely powerful General Motors LLC, and its lobbyists, with bags of money.

The Master Sale and Purchase Agreement at page 29 says ALL State Lemon Law Obligations are an Assumed Liability of the new General Motors LLC. [See attached Exhibit.]

Movant is at a complete loss to understand what is so difficult about simply being honest, and telling the truth.

Movant has been denied anything even remotely close to “*basic fairness*”, or Due Process.

The public can have no integrity, or faith, in a Court that ignores the rights of the individual, and will even allow a corrupt Corporation, and dishonest Corporate Attorneys, to intentionally break the law, harass, and torture, a highly decorated American Veteran, until he has Life-Threatening Stress-Caused Heart Attacks, all because General Motors wants to steal \$30,000 from the Disabled Veteran, without providing him a vehicle that will even start, or move on its own.

To the public the only answer that makes sense is that GM’s hordes of Lobbyists, with their bags of money, have either made their way to this Court, or to someone this Court owes “favors” too.

Either way this Court's conduct, or lack thereof, has endangered the life of, and irreparably harmed, a severely disabled Veteran that has been openly robbed by the extremely corrupt governance of General Motors, and merely seeks the money stolen from him, and his wife, and minor child, returned, along with reasonable damages for the intentional inhuman torture, irreparable harm to his health, and substantial shorting of his life.

If this Court does not impose substantial Sanctions against General Motors LLC, and the Law Firm of King & Spalding, LLP, after their outrageous, illegal, conduct in this case, and complete farce, and mockery they have made of these proceedings, their irreparable harm to both Movant, and the judicial system, then no person of reasonable intelligence can ever believe, or have faith in the integrity of this Court.

Indeed, the very purpose of this Court granting the original Motion filed by the former General Motors Corporation, and the very purpose of the GM Sales ORDER, and Agreement, to honor ALL State Lemon Law Obligations, was to instill public confidence in the new General Motors, LLC, according to the documents filed in this Court.

This Court, General Motors, LLC, and its dishonest attorneys have made a complete farce of that purpose.

Nobody, or anyone of sound mind, after reading the facts of this case, and how Movant has been defrauded by GM, intentionally terrorized, tortured, and then raped by Corporate-Leaning Courts, or Courts “*influenced*” by GM lobbyists, or owing “*favours*” to General Motors, would ever even consider purchasing a General Motors Vehicle.

General Motors has clearly demonstrated, in these proceedings, that they are the most corrupt, and dishonest, corporation on earth.

That they will lie to Congress to get TARP Dollars, and then waste two to three million of those Taxpayer TARP Dollars on corrupt Attorneys, to pay for years of dishonest litigation, all to avoid honoring their warranty, after a State Lemon Law Hearing has found that the truck they sold a disabled Veteran, does not run, knocks when it does run, has a whining transmission, has doors that fly over, has electrical shorts, and according to the hearing officer is so full of manufacturing defects that it’s not fit, or safe, to even be on the road.

And this Court has demonstrated that individuals have no rights.

That the Constitution is a joke, and that even America’s Disabled Combat Veterans, who suffer each day as a result of their service to their country, cannot get an honest process, or “*Meaningful*” Access to this Court, without money, and attorneys.

What has taken place in this Court, in this case, is nothing short of Anti-American, Unconstitutional, and **SHAMEFUL**.

Due Process means "*Basic Fairness*". There has been none in this case.

THEREFORE, the severely disabled Movant puts into the Record, that the failure of this Court to provide *even minimum* Due Process, and this Court allowing General Motors, LLC, and it's attorneys, to violate the Rules, Harass, Lie, Retaliate, and otherwise torture a *Frail Elderly Severely Disabled Pro Se Veteran* with a Bad Heart, has resulted in great bodily harm to the *Movant-Veteran*.

This Court would never have allowed anything even close to this amount of abuse, and torture, to a fellow Attorney, or Judge, or one of their family members.

This appalling conduct was only allowed by this Court because the victim is a 100% Service-Connected Disabled Combat Veteran, on VA Service-Connected Disability, and unable to afford to pay for Attorneys to protect him.

RELIEF

1. It is too late for this Court to take any “*Meaningful*” action on the severely disabled *Pro Se Litigant’s “Emergency”* Motion, since this Court has ignored the ADA, the basic human rights of the disabled, *as described in International Treaties the United States is a party to*, and this Court has already allowed, and encouraged, General Motors LLC, and its Attorneys, to inflict Life-Threatening Irreparable Harm on the frail, elderly, extremely disabled *Pro Se Litigant*.
2. The frail, elderly, severely disabled *Pro Se Litigant* submits that this Court has an extremely strong Constitutional, and Statutory, **DUTY** to put an end to the ongoing torture, abuse, and terrorizing of Movant, and his family, by issuing an ORDER requiring the Governance of the new General Motors, LLC, to;
 - (a) Re-submit every Motion, Report, Agreement, Court ORDER, and document of any kind in which the **Assumed Liability of State Lemon Law Obligations** is discussed, stated, or mentioned in any way.
 - (b) **ORDER** the Governance of General Motors to state to this Court, **under oath**, and under penalty of Perjury, if the new General Motors, LLC, or its governance, was party to an Agreement for ALL State Lemon Law Obligations to be an Assumed Liability of the new General Motors, LLC. [No doubletalk, legalese, or con games, a straight yes or no answer.]

- (c) If General Motors was a party to such an Agreement an **ORDER** from this Court, for the Governance of General Motors to attend a **SHOW CAUSE HEARING** to determine why they should not be held in Contempt, and have **very substantial Sanctions** imposed, for violating this Court's GM Sales **ORDER**, and their **OWN** Agreement, by terrorizing a severely disabled Veteran, and his family, **causing Great Bodily Harm**, and telling both the State Court in Florida, and the United States District Court, that there was no such Agreement, or Court ORDER, and fraudulently claiming that GM is immune from State Lemon Law Obligations because of this bankruptcy case.
- (d) Because of the massive amount of dishonesty by General Motors LLC, and its attorneys, even in the short amount of proceedings Movant has filed in this Court, this Court **MUST** hold General Motors, LLC. responsible for its conduct, and issue an **ORDER** requiring the Governance of General Motors, LLC to review, and assure, that each future document, or response, filed by General Motors, LLC is completely truthful, or face substantial personal Sanctions.

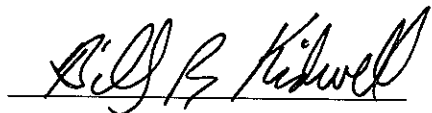
The Record of this Case proves that the above requests are absolutely necessary, pursuant to the unique circumstances of this case, to stop further intentional irreparable harm being inflicted on the severely disabled *Pro Se Litigant*, **in all probability causing his death**, and to get to the truth.

3. This Court **MUST** also set a hearing for Sanctions on the intentional Federal Rules of Bankruptcy Procedure, Rule 9011(B)(1), Rule 9011(b)(2), Rule 9011(b)(3), and Rule 9011(b)(4) violations by the Law Firm of King & Spalding LLP, and King & Spalding Attorneys Arthur Steinberg, and Scott Davidson.

4. Movant seeks any, and all, other relief that this Court deems to be appropriate, and just.

Pro Bono Publico this Court should grant this motion.

Respectfully Submitted,



January 6, 2011

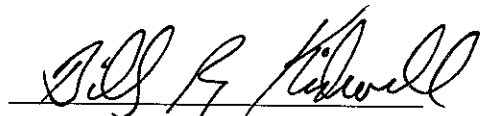
Billy Ray Kidwell

5064 Silver Bell Drive

Port Charlotte, FL. 33948 941 627-0433

CERTIFICATE OF SERVICE

I, Billy Ray Kidwell, hereby certify that a true and correct copy of the attached was served on All Parties on this the 6th day of January 2011 by mailing a true and correct copy of same in the U.S. Mail addressed to them.



Billy Ray Kidwell

EXHIBIT A

EXECUTION COPY

AMENDED AND RESTATED

MASTER SALE AND PURCHASE AGREEMENT

BY AND AMONG

GENERAL MOTORS CORPORATION,

SATURN LLC,

SATURN DISTRIBUTION CORPORATION

AND

CHEVROLET-SATURN OF HARLEM, INC.,

as Sellers

AND

NGMCO, INC.,

as Purchaser

DATED AS OF

JUNE 26, 2009

Section 2.3(b)(iv), Section 2.3(b)(vi) and Section 2.3(b)(ix), (2) Liabilities arising under any dealer sales and service Contract and any Contract related thereto, to the extent such Contract has been designated as a Rejectable Executory Contract, and (3) Liabilities otherwise assumed in this **Section 2.3(a)**;

(vi) all Transfer Taxes payable in connection with the sale, transfer, assignment, conveyance and delivery of the Purchased Assets pursuant to the terms of this Agreement;

(vii) (A) all Liabilities arising under express written warranties of Sellers that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by Sellers or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws;

(viii) all Liabilities arising under any Environmental Law (A) relating to conditions present on the Transferred Real Property, other than those Liabilities described in **Section 2.3(b)(iv)**, (B) resulting from Purchaser's ownership or operation of the Transferred Real Property after the Closing or (C) relating to Purchaser's failure to comply with Environmental Laws after the Closing;

(ix) all Liabilities to third parties for death, personal injury, or other injury to Persons or damage to property caused by motor vehicles designed for operation on public roadways or by the component parts of such motor vehicles and, in each case, manufactured, sold or delivered by Sellers (collectively, "Product Liabilities"), which arise directly out of accidents, incidents or other distinct and discreet occurrences that happen on or after the Closing Date and arise from such motor vehicles' operation or performance (for avoidance of doubt, Purchaser shall not assume, or become liable to pay, perform or discharge, any Liability arising or contended to arise by reason of exposure to materials utilized in the assembly or fabrication of motor vehicles manufactured by Sellers and delivered prior to the Closing Date, including asbestos, silicates or fluids, regardless of when such alleged exposure occurs);

(x) all Liabilities of Sellers arising out of, relating to, in respect of, or in connection with workers' compensation claims against any Seller, except for Retained Workers' Compensation Claims;

(xi) all Liabilities arising out of, relating to, in respect of, or in connection with the use, ownership or sale of the Purchased Assets after the Closing;

(xii) all Liabilities (A) specifically assumed by Purchaser pursuant to **Section 6.17** and (B) arising out of, relating to or in connection with the salaries and/or wages and vacation of all Transferred Employees that are accrued and unpaid (or with respect to vacation, unused) as of the Closing Date;